

RECEIVED

2007 APR 23 AM 9:20

PUBLIC EMPLOYMENT  
RELATIONS BOARD

**AGREEMENT**  
**BETWEEN**  
**OSAGE MUNICIPAL UTILITIES**  
**AND**  
**LOCAL UNION 288**  
**INTERNATIONAL BROTHERHOOD**  
**OF**  
**ELECTRICAL WORKERS**

**2006 - 2008**

Rev. D

## TABLE OF CONTENTS

<u>PAGE</u>	<u>SECTION</u>	<u>TITLE</u>
3	ARTICLE 1	RECOGNITION
3	ARTICLE 2	DEFINITIONS
4	ARTICLE 3	JOB CLASSIFICATIONS
4	ARTICLE 4	DUES CHECKOFF
5	ARTICLE 5	GRIEVANCE PROCEDURE
6	ARTICLE 6	SENIORITY
7	ARTICLE 7	TRANSFERS
8	ARTICLE 8	STAFF REDUCTION
10	ARTICLE 9	LEAVES OF ABSENCE
11	ARTICLE 10	WAGES
12	ARTICLE 11	HOURS OF WORK
13	ARTICLE 12	HOLIDAYS
14	ARTICLE 13	VACATIONS
14	ARTICLE 14	INSURANCE
15	ARTICLE 15	SUBSTANCE ABUSE POLICY
16	ARTICLE 16	INSERVICE TRAINING
16	ARTICLE 17	HEALTH AND SAFETY
17	ARTICLE 18	COMMERCIAL DRIVERS LICENSE
17	ARTICLE 19	SEPARABILITY
18	ARTICLE 20	TERM
18		SIGNATURE
19		APPENDIX "A"

## **PREAMBLE**

This Agreement made and entered into as of this 1st day of January, 2006, by and between the Osage Municipal Utilities, hereinafter referred to as the "**Employer**" or the "**Utility**", and Local Union No. 288, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter known as the "**Union**."

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.01**

The Employer recognizes the Union as the sole collective bargaining agent for all regular employees in the following described unit as certified by the Public Employment Relations Board (Case No. 6076) on December 2, 1999; and (Case No. 6570) amended on January 6, 2003:

Included: All employees of the Plant Generation Department, Gas Department, Electrical Distribution Department, Telecommunications Department and including the following: all Office Clerical Workers and all Physical Employees.

Excluded: General Manager, Office Manager, Broadband Services Coordinator, Telecom Construction Supervisor, Operations Manager and all others excluded under the terms of Section 4 of the Act.

## **ARTICLE 2**

### **DEFINITIONS**

#### **Section 2.01**

A "regular employee" is a full time employee who has completed the probationary period, including those described in Article I above.

#### **Section 2.02**

A "part time employee" is one who is scheduled to work less than 35 hours per week.

#### **Section 2.03**

A "full time employee" is one whose regularly scheduled employment is for thirty-five (35) hours per week or more.

#### **Section 2.04**

A "seasonal employee" is one who is employed less than 120 days in any calendar year.

### **Section 2.05**

A "probationary employee" is one who has not completed the first one hundred twenty (120) calendar days of continuous service with the Employer. Probationary employees are not entitled to benefits other than those specified in this agreement.

### **Section 2.06**

Except where the context clearly indicates otherwise, the word "employee" when used in this agreement shall be limited to mean "regular employee."

## **ARTICLE 3**

### **JOB CLASSIFICATIONS**

#### **Section 3.01**

The various job classifications within the bargaining unit and referenced in the wage schedule appendix "A" are as follows:

Generation: Chief Operator, Apprentice Operator, Plant Operator, Electrical Operations Superintendent

Electric: Line Worker, Line Worker Apprentice, Crew Foreman, Line Foreman

Gas: Gas Serviceperson, Gas Superintendent, Gas Serviceperson/ Welder, Gas Serviceperson Apprentice

Office: Office Clerk, Acct/Rec/Cashier Clerk, Billing/Payroll Clerk

Telecom: Telecom Technician, Telecom Senior Plant Technician

All Other Physical Employees: Meter Reader/Bldg. & Grounds Maintenance

## **ARTICLE 4**

### **DUES CHECKOFF**

#### **Section 4.01 Dues Checkoff.**

All employees covered by this Agreement shall be offered the opportunity to join the Union thirty-one (31) days after employment. The Utility agrees to check-off authorized union dues and initiation fees from the first paycheck of each month and forward same to an authorized representative of the Union within ten (10) days. A member of the Union must submit his written authorization for this check-off. The union hereby agrees to indemnify and save the Utility harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of union dues and initiation fees from an employee's pay. The Union assumes full responsibility and accounting of such deductions according to the PERB once they have been turned over to the properly designated Union official.

## ARTICLE 5

### **GRIEVANCE PROCEDURE**

#### **Section 5.01** *Definitions.*

A grievance shall be defined as a claim or dispute that alleges a violation or misapplication of any of the provisions of this agreement. The procedure outlined below shall be the exclusive remedy of the parties in processing a grievance.

#### **SECTION 5.02**

A grievance shall be processed in the following manner:

Step 1 - Within fourteen (14) calendar days of the occurrence or discovery of the occurrence giving rise to the grievance, the employee shall reduce the grievance to writing and submit it to the General Manager on forms provided by the Union. The written grievance shall identify the section of the Labor Agreement that the grievant believes was violated and the remedy sought by the grievant. The General Manager shall provide a written answer within twenty-one (21) calendar days with copies provided to the employee and the Union.

Step 2 - Should the grievance remain unresolved after completing Step 1, the Union shall have seven (7) calendar days from receipt of the General Manager's answer to petition the Public Employment Relations Board for grievance Mediation.

Step 3 - Should the grievance remain unresolved after completing Step 2, the employee and/or the Union shall have seven (7) calendar days to notify the General Manager of the intention to proceed to arbitration. Within fourteen (14) calendar days, the General Manager and the Union shall meet and attempt to agree upon an arbitrator. If the parties fail to do so, either one may request a list of arbitrators from the Iowa Public Employment Relations Board. Parties shall meet within seven (7) calendar days after receiving the list of arbitrators. The parties shall then determine by lot which shall have the right to remove the first name from the list of arbitrators and shall continue to alternately strike a name until the remaining name is designated as the arbitrator.

The arbitrator shall confer with the representatives of the Utility and the Union, hold hearings promptly and shall issue a binding decision as soon as possible after the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions. The arbitrator shall consider and decide only one grievance at a time. The arbitrator shall be without power or authority to recommend any decision which requires the commission of an act prohibited by law or which violates, modifies or alters the terms or provisions of this Agreement.

The cost for the services of the arbitrator, a court reporter if required by the arbitrator and hearing rooms shall be borne equally by the Utility and the Union. Any other expenses shall be paid by the party incurring them.

### **SECTION 5.03**

Grievance meetings shall be held during normal municipal business hours except as mutually agreed to by the parties. A steward and the aggrieved employee (s) shall be paid for regular time lost in attending the grievance meetings with the Utility representatives.

### **SECTION 5.04**

The time limits expressed in the grievance procedure may be extended upon the mutual written agreement of the parties.

### **SECTION 5.05**

Grievances not answered in the specified or extended time limits shall be considered appealed to the next step. Grievances not appealed to the next step in a timely manner shall be considered dropped.

## **ARTICLE 6**

### **SENIORITY**

#### **Section 6.01** *Definitions:*

(a) Seniority - means an Employee's length of continuous full time employment with the Employer.

(b) Departmental Seniority - Departmental seniority means an Employee's length of employment within a department. Temporary transfers outside an Employee's department will not interrupt the Employee's departmental seniority. Departmental seniority shall accrue within the following departments: Generation, Electric, Gas, Office and other.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the Employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

#### **Section 6.02** *Probationary Employees.*

All new employees covered by the classifications made a part of this agreement shall serve a probationary period of one hundred twenty (120) calendar days. All such employees who successfully complete their probationary period will be added to the seniority list.

#### **Section 6.03** *Seniority on Recall and Reinstatement.*

An employee who is reduced in force, recalled and reinstated shall retain previous seniority accrued up to the date of reduction in force through the last day on which services were performed following notice of termination.

**Section 6.04** *Seniority List.*

The Employer agrees to furnish the Union a list of the employees within the unit showing the names of all employees and seniority dates in the order of their seniority ranking within thirty (30) calendar days after the effective date of this contract and a revised listing annually thereafter. Protests of errors in or omissions from seniority rosters must be made to the Employer within thirty (30) calendar days from the date of the furnishing of lists or the lists shall be deemed correct for all purposes.

**Section 6.05** *Transfers.*

An employee who transfers from one department to another shall retain their seniority accrued in his/her prior department.

**Section 6.06** *Loss of Seniority.*

All accrued seniority will be lost if an Employee: (a) resigns or retires, (b) is discharged, (c) fails to advise the Employer of his/her intent to return to work within ten (10) days after receiving notice of recall from layoff directed to his/her last address via certified mail, (d) fails to return to work within five (5) working days after notifying the Employer of intent to work after receipt of notice of recall from layoff, (e) is laid off for a period in excess of twelve (12) months.

These provisions to loss of seniority shall not pertain to any break in service prior to January 1, 2001.

**Section 6.07** *Seniority on Leave of Absence.*

All authorized leaves, paid or unpaid, shall be considered as continuous service and seniority shall continue to accrue.

**ARTICLE 7**

**TRANSFERS**

**Section 7.01** *Voluntary Transfers.*

(a) Definition - A voluntary transfer shall mean an Employee requested assignment to a different job classification.

(b) Vacancy - A vacancy is a job opening due to retirement, termination or transfer of an Employee or a newly created position.

(c) Notification of Vacancies - The Employer will post all vacancies to which a transfer may be made. Such posting will occur within ten (10) days after knowledge by the Employer of such vacancy. The vacancy posting shall remain posted for five (5) consecutive regular working days, excluding weekend days and Holidays. The posting will contain the job, title, pay scale, requirements and the date that such position is to be filled.

(d) Transfer Requests - Employees who wish a transfer may file a written request for the same with the Employer. Requests for voluntary transfers shall be submitted within five (5)

regular working days, excluding weekend days and Holidays, after a vacancy is posted and may be requested by a Union Steward on behalf of any employee who was absent during the posting period. Any standing request for transfer to a vacant position for a following fiscal year shall be submitted not later than May 1 of the current year.

(e) Filling Vacancies - In the determination of requests for voluntary transfer or reassignment, the wishes of the Employee shall be honored to the extent that the transfer does not conflict with the public service requirements of the Employer.

If more than one person meeting the requirements for a vacant position have applied for the same position, the Employer shall have the right to determine who is the most qualified for the position, taking into account relative skills, physical and mental abilities, knowledge, work performance, experience and seniority with the Employer. Employees may be required to participate in interviews for the position sought when a change in job classification is involved.

(f) If an employee chooses not to request a transfer or reassignment, that fact shall have no effect on his or her right to request transfers to other job openings.



## **ARTICLE 8**

### **STAFF REDUCTION**

#### **Section 8.01** *Necessity of Reduction.*

The Employer shall determine when any reduction in the staff is necessary, any programs or services to be eliminated, the number of employees to be reduced in force or laid off and the departments or job classifications affected.

#### **Section 8.02** *Classifications.*

Staff reduction will be determined by the Employer and will occur within the following exclusive departments or job classifications within those departments:

(a) Generation:

Chief Operator  
Apprentice Operator  
Plant Operator  
Electrical Operations Superintendent

(c) Gas:

Gas Serviceperson  
Gas Superintendent  
Gas Serviceperson/Welder  
Gas Serviceperson  
Apprentice

(b) Electric:

Line Worker  
Lineworker Apprentice  
Crew Foreman  
Line Foreman

(d) Office:

Office Clerk  
Acct/Rec/Cashier Clerk  
Billing/Payroll Clerk

(e) Telecom:

Telecom Senior Plant Technician  
Telecom Technician

(f) All other physical Employees:

Meter Reader/Bldg. & Grounds Maintenance

#### **Section 8.03** *Procedures.*

The Employer will consider the following criteria in staff reduction, with said criteria being applied in numbered order of priority as follows:

- (1) Employee skills, ability, knowledge, physical fitness and work experience within the Employee's particular classification.
- (2) Continuous seniority of the Employee within the Employee's particular classification.
- (3) The Employee's departmental seniority and total seniority with the Employer.

**Section 8.04** *Seniority on Staff Reduction.*

For purposes of Staff Reductions, all seniority measurements shall be within the exclusive job classification from which the Employee is to be reduced, measured from the date of original employment within each such classification.

**Section 8.05** *Notice of Reduction.*

Regular employees on seniority lists released due to lack of work shall be entitled to ten (10) days advance written notice.

**Section 8.06** *Recall.*

(a) An Employee reduced in force shall be eligible for recall to a position for which the Employee is qualified for a period of one (1) year. Said recall period shall be on the first day following which the Employee is no longer on duty with the Employer.

(b) Employees will be recalled in inverse order of layoff within their appropriate job classifications provided employees are then qualified to perform the duties of said classification, and may also be recalled to other positions if qualified for the same.

(c) Notice of recall will be sent to the Employee's last known address by certified mail, and the Employee must notify the Employer within ten (10) days of his or her intention and availability to return to work or all recall rights shall terminate. Notices of recall and Employee's intention to return to work shall be deemed delivered when deposited in the United States mail by certified mail, postage prepaid.

(d) If any employee is recalled to another position rather than the one formerly held and accepts such position, he or she will lose any further recall rights relating to the original reduction and termination.

**ARTICLE 9**

**LEAVES OF ABSENCE**

**Section 9.01** *Sick Leave.*

After their probationary period, full time Employees will be granted twelve (12) days of sick leave. At the end of each successive month of continuous employment an employee will be granted one (1) additional day of sick leave. Unused sick leave will accumulate to a maximum of sixty-five (65) days.

(a) An employee unable to perform his or her duties due to personal illness, personal injury, pregnancy or disability will be allowed sick leave, and such leave of absence shall be with pay at the employee's regular hourly rate to the extent of the employee's accumulated leave.

(b) Sick leave may be taken in 1/4 hour increments.

(c) Sick time may be used with the illness of the employee's immediate family defined as spouse, father, mother, father-in-law, mother-in-law, brother, sister, child, stepchild, foster child, foster parents, grandparents, spouse's grandparents, grandchild, brother-in-law, sister-in-law or any relative who lives with the employee.

(d) Employees shall not be paid for unused sick leave upon termination of employment.

**Section 9.02** *Maternity Leave.*

Any employee who is unable to work due to a pregnancy-related disability will be allowed leave comparable to any other disability.

**Section 9.03** *Additional Personal Days.*

If an Employee requests, he/she will be granted unpaid personal days off at the discretion of his/her immediate supervisor. Said personal leave is subject to the same notification, approval and denial as vacation.

**Section 9.04** *Bereavement Leave.*

(a) An employee shall be granted three (3) working days with pay following a death of the employee's spouse, child, stepchild, foster child, parent, foster parent, parent-in-law, brother, sister, step parent, grandparent, spouse's grandparent, grandchild, sister-in-law, brother-in-law, or any relative living in the same household as the employee.

(b) Employees may also be granted paid time off to attend the funeral of a Utility employee, a retired Utility employee, or when requested to serve as either a pall bearer or honor guard.

**Section 9.05** *Court Leave.*

If an Employee is selected for jury duty, the Employee will be allowed to do so without loss of pay. Said Employee will pay to the Employer any compensation received, but will be allowed to retain pay for mileage and meals.

**Section 9.06** *Family and Medical Leave.*

The Employer shall comply with any and all applicable State or Federal laws pertaining to family or medical leave.

## **ARTICLE 10**

### **WAGES**

**Section 10.01** *Wages.*

The wage schedule set forth in Appendix "A" is incorporated into this agreement. All probationary employee hourly rates shall be not less than the stated wage established in Appendix "A." If a new classification is established within the bargaining unit, the Utility shall provide the Union notice and an opportunity to negotiate over the rate of pay prior to establishment of a pay rate for the position. There shall be no restriction of the employer to grant newly hired employees wage credit for purposes of placement on the wage schedule in Appendix "A."

**Section 10.02** *Stand-by Duty/Wages.*

Employees designated as on "stand-by" will receive 1 hour regular pay per weekday and 1 hour overtime pay per weekend day or holiday, provided that the employee is available by telephone or pager at all times other than normal working hours during the week. For the purpose of this stand-by pay provision, the workweek shall consist of five weekdays and two weekend days.

**Section 10.03** *Call-Ins.*

All employees called in to work, will be paid at the time and one half rate. A minimum of one (1) hour overtime will be paid for call-ins on weekdays and a minimum of two (2) hours overtime will be paid for call-ins on weekends and Holidays. Call-in pay or overtime pay will not be duplicated for the same hours worked. Employees called in to work less than one hour before their normal starting time will be paid at the time and one-half (1 ½) rate for the time preceding their normal starting time. The employee will then continue to be paid at time and one-half (1 ½) rate during regular work hours until the call-in pay requirement has been satisfied. Employees called in are considered to be on duty, and if directed, will be expected to work. For the purpose of this call-in pay provision, the weekend shall be defined as 4:00 P.M. Friday until 12:01 A.M. Monday.

**Section 10.04** *Overtime.*

Any hours worked outside the employee's regularly scheduled workday or on a designated Holiday shall be considered overtime work and paid at one and one half times the employee's regular rate of pay.

**Section 10.05** *Work Over Sixteen (16) Hours.*

Any employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period shall be paid at time and one half rate for all hours worked in excess of sixteen (16) hours, and shall, upon release, be entitled to an eight hour uninterrupted rest period before returning to work. After receiving such rest period, the employee shall not thereafter become subject to the provisions of this section until the employee again works sixteen (16) hours in a subsequent twenty-four (24) hour period. Such subsequent twenty-four (24) hour period shall not commence earlier than the employee's reporting to work following the rest period.

**Section 10.06** *Compensatory Time.*

The Utility will offer compensatory time off for Holiday or weekend standby pay and overtime worked, at the employee's request. Overtime hours up to a maximum of 48 hours can be converted equally for paid time off.

**ARTICLE 11**

**HOURS OF WORK**

**Section 11.01** *Hours.*

The normal workday shall ordinarily consist of not less than eight (8) hours excluding a meal break of a half-hour (one hour for office staff). The normal workweek shall ordinarily

consist of at least forty hours Monday through Friday. With a 48-hour notice given to the Employee, the Employer may modify work schedules to facilitate the efficient delivery of service.

**Section 11.02** *Lunch Period.*

Each Employee will receive an unpaid thirty (30) (Office employees - sixty (60)) minute lunch period during the normal workday.

**Section 11.03** *Breaks.*

Employees will be provided two (2) fifteen minute breaks during the workday at times that do not interfere with work duties.

**ARTICLE 12**

**HOLIDAYS**

**Section 12.01** *Paid Holidays.*

Employees shall receive the following paid holidays at the employee's regular rate of pay:

NEW YEAR'S DAY  
PRESIDENT'S DAY  
GOOD FRIDAY  
MEMORIAL DAY  
FOURTH OF JULY  
LABOR DAY

VETERAN'S DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING  
CHRISTMAS EVE DAY  
CHRISTMAS DAY

**Section 12.02** *Weekend Holiday.*

In the event a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. When Christmas Day falls on Sunday or Monday, the Christmas Eve holiday will occur on the preceding Friday.

**Section 12.03** *Probationary, Part Time and Seasonal Employees.*

These employees shall be entitled to those paid holidays which occur during their period of employment as a Probationary, Part Time or Seasonal Employee.

**Section 12.04** *Holiday Pay Schedule.*

Employees required to work on a recognized holiday will be paid the allowed holiday pay plus time and one-half time for the number of hours actually worked.

**Section 12.05** *Holiday Pay.*

Normal workdays celebrated as holidays shall be considered as days worked for purposes of calculating overtime.

**Section 12.06** *Eligibility.*

Employees shall not receive holiday pay if they are either absent all or part of the day preceding or following the holiday unless the employer authorizes such absence.

## **ARTICLE 13**

### **VACATIONS**

#### **Section 13.01** *Vacation schedule.*

The vacation year begins on January 1 and concludes on December 31 of the same year. Vacation requests will be granted on a first come, first service basis as the needs and service of the utility will permit. Vacation time may be taken in ½ hour increments.

#### **Section 13.02** *Vacation Scheduling.*

Employees will be granted paid vacation as follows:

<b>Years of Service</b>	<b>Vacation Days</b>
1-5	10
6 -10	12
11-15	15
16 -19	17
20 - 24	20
25 +	25

#### **Section 13.03** *Carry over.*

An Employee may accumulate and carry over up to one (1) year's accrual in excess of his/her annual vacation earned from previous years provided that the Employee has used a minimum of 5 days vacation in the preceding year. Unused vacation in excess of the carry over limit will be lost.

#### **Section 13.04** *Payment for unused vacation.*

Employees shall be paid at their currently hourly rate for accrued unused vacation upon ending employment.

#### **Section 13.05** *Payment for Accrued Vacation.*

Accrued vacation shall be eligible for use following each pay period. Vacation time must be posted before it may be used.

#### **Section 13.06** *Vacation Pay.*

Normal workdays paid as vacation shall be considered as days worked.

## **ARTICLE 14**

### **INSURANCE**

#### **Section 14.01** *Health Insurance.*

The Employer shall maintain group health, prescription coverage and hospitalization insurance for all employees. Single insurance coverage will be provided to all full time employees at the expense of the Utility. Family insurance coverage will be provided to all full time employees with the monthly premium paid 95% by the Utility and 5% by the employee.

The health insurance coverage shall be a \$500.00 deductible and a 90/10 co-insurance plan with an out-of-pocket maximum of \$1000.00.

An Insurance Committee shall be established, consisting of three (3) representatives from labor (2 from the bargaining unit and 1 Business Representative of IBEW Local Union 288) and three (3) representatives from the Municipal Utility. This committee, which shall be chaired by the General Manager, shall meet to investigate alternatives to the current health insurance program.

The Employer may change carriers and plans so long as the benefits are substantially similar to those in effect at the commencement of a contract year. The Employer shall consult with a committee of the bargaining unit appointed by the Union before changing carriers, plans or benefits.

**Section 14.02** *Dental/Vision/Orthotic Coverage.*

The Utility shall provide a total of \$600 per employee per year to cover any dental (including orthodontist), vision and orthotic expenses that may be incurred by the employee and his or her spouse and/or children. A bill for the expenses must be submitted for payment.

Employees with applicable insurance must submit claims pursuant to such policy. The Utility will pay uninsured amounts up to the \$600 allowance and will pay the amount the outside policy does not cover. Employees must present proof of payment by the outside insurance company.

If an employee does not present any claims for dental, vision, or orthotic care during the year the employee may carry over \$100 to the next year's coverage.

**Section 14.03** *Disability Insurance.*

The Utility will provide Group Long-Term Disability Insurance to all regular employees. This insurance will provide monthly benefit of sixty percent (60%) of the employee's basic monthly salary or wage for employees who become totally disabled as the result of non-occupational sickness or injury.

**Section 14.04** *Life Insurance.*

The Utility will provide and pay one hundred percent (100%) of the premium for \$50,000 term life insurance protection for all regular employees.

**ARTICLE 15**

**SUBSTANCE ABUSE POLICY**

**Section 15.01**

The Employer has adopted an anti-drug program. All employees shall be subject to drug testing pursuant to the United States Department of Transportation regulations as part of a pool of Iowa Municipal Utility Association member employees.

## **ARTICLE 16**

### **INSERVICE TRAINING**

#### **Section 16.01** *Training.*

The Employer, at its discretion, may periodically sponsor training programs for employees. If employee attendance is required, the employee will be paid at the employee's regular hourly rate.

#### **Section 16.02** *Educational Courses.*

Employees are encouraged to enroll or participate in educational courses that will enhance their job skills or capabilities. Upon prior approval of the General Manager, employees will be reimbursed for tuition pursuant to the terms and conditions of the Employer's tuition refund policy.

## **ARTICLE 17**

### **HEALTH AND SAFETY**

#### **Section 17.01** *Safety.*

Employees will not be required to perform tasks in the course of their employment which endanger their personal safety. Upon determining that a required employment task endangers the Employee's personal safety, such condition shall be immediately reported to the Employer. The Employer will make reasonable efforts to eliminate such unsafe condition to the extent possible within the employer's control.

#### **Section 17.02** *Safety Manuals.*

The Employer will endeavor to make available department related safety manuals to all employees.

#### **Section 17.03** *Safety Rules and Equipment.*

Employees must observe Utility safety rules. The wearing of protective equipment will apply to all personnel, whenever appropriate. Employees must observe all OSHA Safety Standards and OMU safety policies while on OMU property or any job site. Safety equipment and personal protective equipment will be provided as described in the written safety policies.

#### **Section 17.04** *Safety Glasses.*

The Employer shall pay for safety glasses as are required in the performance of job duties. The cost of the eye examination or service fee is to be paid by the employee. Glass lenses damaged on the job will be replaced at the Employer's expense.

#### **Section 17.05** *Inclement Weather.*

It is understood between the parties that the nature of the Employer's business requires maintaining utility services to the public. Whether employees are required to work out of



doors at anytime shall remain the sole discretion of the Employer. However, the Employer will make reasonable efforts to preclude employees from working out of doors for routine and ordinary business purposes during unreasonable weather conditions that jeopardize employee health and safety.

**Section 17.06** *Personal Protective Equipment.*

The Employer will provide necessary personal protective equipment in accordance with accepted safety standards. All Employer-provided equipment under this Article 17 shall not be used by employees when off duty.

**ARTICLE 18**

**COMMERCIAL DRIVERS LICENSE**

**Section 18.01** *CDL & Chauffeur's License.*

When the use of a commercial drivers license and/or a chauffeur's license is required to perform the employee's essential job functions, the cost will be borne by the Employer.

**ARTICLE 19**

**SEPARABILITY**

**Section 19.01** *Separability and Savings.*

In the event any provisions of this contract conflict with the existing laws of the United States or of the State of Iowa, as determined by a court or governmental agency of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be valid and enforceable, and only that part that conflicts with said law shall be invalid and unenforceable.

## ARTICLE 20

### TERM

#### Section 20.01

This Agreement shall become effective on the 1st day of January, 2006, and thereafter will remain in full force and effect through the 31st day of December, 2008, and thereafter shall be automatically renewed year to year thereafter unless on or before May 1, prior to the expiration date, either party gives notice in writing of a desired change in or termination of this Agreement.

The parties agree that the deadline for requesting the appointment of a Mediator by the Public Employment Relations Board pursuant to Section 20.20 of the Iowa Public Employment Relations Act, shall be August 15 and the statutory deadlines set forth in the Act shall run from said date.

#### Osage Municipal Utilities

Dennis M Fannin  
Dennis Fannin, General Manager

Gordon Anderson  
Gordon Anderson, Chairman of the Board

#### IBEW Local Union No. 288

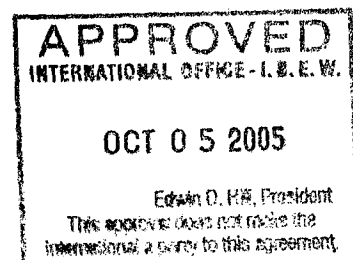
Kenneth Maas  
Kenneth Maas, Business Manager

Rick Dietl  
Rick Dietl, President

Jeff L. Schults

Terry L. Anderson

Mick Sch



**APPENDIX "A"**  
**WAGE SCHEDULE**  
Effective January 1, 2006

				1-1-2006	1-1-2007	1-1-2008
<b>Generation</b>						
Electrical Operations Superintendent				\$24.13	\$25.22	\$26.35
Chief Operator				105% \$18.49	\$19.32	\$20.19
Plant Operator				100% \$17.61	\$18.40	\$19.23
Apprentice Operator						
6 <sup>th</sup> Step	36 Months	95%	\$16.73	\$17.48	\$18.27	
5 <sup>th</sup> Step	30 Months	90%	\$15.85	\$16.56	\$17.31	
4 <sup>th</sup> Step	24 Months	85%	\$14.97	\$15.64	\$16.35	
3 <sup>rd</sup> Step	18 Months	80%	\$14.09	\$14.72	\$15.38	
2 <sup>nd</sup> Step	12 Months	75%	\$13.21	\$13.80	\$14.42	
1 <sup>st</sup> Step	6 Months	70%	\$12.33	\$12.88	\$13.46	
	Hire	65%	\$11.45	\$11.96	\$12.50	
<b>Electric</b>						
Line Foreman				\$23.19	\$24.23	\$25.32
Crew Foreman				\$22.32	\$23.32	\$24.37
Line Worker				100% \$20.70	\$21.63	\$22.60
Line Worker Apprentice						
6 <sup>th</sup> Step	36 Months	95%	\$19.67	\$20.55	\$21.47	
5 <sup>th</sup> Step	30 Months	90%	\$18.63	\$19.47	\$20.34	
4 <sup>th</sup> Step	24 Months	85%	\$17.60	\$18.39	\$19.21	
3 <sup>rd</sup> Step	18 Months	80%	\$16.56	\$17.30	\$18.08	
2 <sup>nd</sup> Step	12 Months	75%	\$15.53	\$16.22	\$16.95	
1 <sup>st</sup> Step	6 Months	70%	\$14.49	\$15.14	\$15.82	
	Hire @	65%	\$13.46	\$14.06	\$14.69	
<b>Gas</b>						
Gas Superintendent				\$21.16	\$22.11	\$23.10
Gas Serviceperson/Welder				103% \$18.52	\$19.35	\$20.23
Gas Serviceperson				100% \$17.98	\$18.79	\$19.64
Gas Serviceperson Apprentice						
6 <sup>th</sup> Step	36 Months	95%	\$17.08	\$17.85	\$18.66	
5 <sup>th</sup> Step	30 Months	90%	\$16.18	\$16.91	\$17.68	
4 <sup>th</sup> Step	24 Months	85%	\$15.28	\$15.97	\$16.69	
3 <sup>rd</sup> Step	18 Months	80%	\$14.38	\$15.03	\$15.71	
2 <sup>nd</sup> Step	12 Months	75%	\$13.49	\$14.09	\$14.73	
1 <sup>st</sup> Step	6 Months	70%	\$12.59	\$13.15	\$13.75	
	@ Hire	65%	\$11.69	\$12.21	\$12.77	

				1-1-2006	1-1-2007	1-1-2008
<b>Telecom</b>						
Telecom Senior Plant Technician		105%		\$18.70	\$19.54	\$20.42
Telecom Technician				\$17.81	\$18.61	\$19.45
6 <sup>th</sup> Step	36 Months	95%		\$16.92	\$17.68	\$18.48
5 <sup>th</sup> Step	30 Months	90%		\$16.03	\$16.75	\$17.51
4 <sup>th</sup> Step	24 Months	85%		\$15.14	\$15.82	\$16.53
3 <sup>rd</sup> Step	18 Months	80%		\$14.25	\$14.89	\$15.56
2 <sup>nd</sup> Step	12 Months	75%		\$13.36	\$13.96	\$14.59
1 <sup>st</sup> Step	6 Months	70%		\$12.47	\$13.03	\$13.62
@ Hire	Start	65%		\$11.58	\$12.10	\$12.64
<b>Office</b>						
Billing/Payroll Clerk				\$14.56	\$15.31	\$16.00
Acct/Rec. Cashier Clerk				\$12.24	\$12.99	\$13.57
Office Clerk		100%		\$12.09	\$12.84	\$13.42
4 <sup>th</sup> Step	24 Months	96%		\$11.61	\$12.33	\$12.88
3 <sup>rd</sup> Step	18 Months	92%		\$11.12	\$11.81	\$12.35
2 <sup>nd</sup> Step	12 Months	88%		\$10.64	\$11.30	\$11.81
1 <sup>st</sup> Step	6 Months	84%		\$10.16	\$10.79	\$11.27
@ Hire	Start	80%		\$9.67	\$10.27	\$10.74
<b>All other Physical Employees</b>						
Meter Reader/Bldg. & Grounds Maintenance				\$13.23	\$13.98	\$14.61
2 <sup>nd</sup> Step	12 Months	95%		\$12.57	\$13.28	\$13.88
1 <sup>st</sup> Step	6 Months	90%		\$11.91	\$12.58	\$13.15
@ Hire	Start	85%		\$11.25	\$11.88	\$12.42